

1 EMILY P. RICH, Bar No. 168735  
2 TRACY L. MAINGUY, Bar No. 176928  
3 CAITLIN GRAY, Bar No. 305118  
4 WEINBERG, ROGER & ROSENFELD  
5 A Professional Corporation  
6 1001 Marina Village Parkway, Suite 200  
7 Alameda, California 94501  
8 Telephone (510) 337-1001  
9 Fax (510) 337-1023  
10 E-Mail: bankruptcycourtnotices@unioncounsel.net  
11 erich@unioncounsel.net  
12 tmainguy@unioncounsel.net  
13 cgray@unioncounsel.net

14 Attorneys for Creditor Engineers and Scientists of California,  
15 Local 20, IFPTE

16 UNITED STATES BANKRUPTCY COURT  
17 NORTHERN DISTRICT OF CALIFORNIA  
18 (SAN FRANCISCO DIVISION)

19 In Re

20 PG&E CORPORATION,

21 and

22 PACIFIC GAS AND ELECTRIC COMPANY,

23 Debtors.

Case No. 19-30088 DM

CHAPTER 11

**DECLARATION OF JOSHUA SPERRY  
IN SUPPORT OF ESC LOCAL 20'S  
RESPONSE TO DEBTORS' MOTION  
FOR ENTRY OF AN ORDER  
APPROVING SHORT-TERM  
INCENTIVE PLAN AND GRANTING  
RELATED RELIEF (DOC. 782)**

- 24 ☐ Affects PG&E Corporation  
25 ☐ Affects Pacific Gas and Electric Company  
26 ☐ Affects both Debtors

27 *All papers shall be filed in the Lead Case,  
28 No. 19-30088 (DM)*

Date: April 9, 2019  
Time: 9:30 a.m.  
Location: U.S. Bankruptcy Court  
Courtroom 17, 16<sup>th</sup> Floor  
San Francisco, CA 94102

1 I, Joshua Sperry, do hereby declare:

2 1. I am a Senior Union Representative at Engineers and Scientists of California Local  
3 20, IFPTE (“ESC Local 20”), the exclusive collective bargaining representative of over 3,700 of  
4 the Debtors’ employees. I make this declaration upon my personal knowledge, and, if called as a  
5 witness, I could competently testify to the facts hereinafter stated.

6 2. The PG&E employees represented by ESC Local 20 are engineers, estimators,  
7 mappers, project managers and other professional and technical employees who are working to  
8 modernize and maintain the utility. These employees are directly responsible for establishing and  
9 implementing demonstrable safety measures and improvements, and they perform work necessary  
10 to ensure the reliability of the Utility. Much of their work is mandated by PG&E’s safety  
11 standards, California and Federal laws, and CPUC regulations. These are working people, not  
12 officers or executives. There are no managers in the bargaining unit represented by ESC Local  
13 20.

14 3. ESC Local 20 is a party to a collective bargaining agreement with Pacific Gas and  
15 Electric Company (“PG&E”), dated January 1, 2016. A true and correct copy of the collective  
16 bargaining agreement, which covers the terms and conditions of employment for all the  
17 employees represented by ESC Local 20, is attached hereto as **Exhibit A**. The term of the  
18 collective agreement was extended through December 31, 2021 in a letter of agreement. A true  
19 and correct copy of the letter of agreement extending the contract is attached hereto as **Exhibit B**.

20 4. As a Senior Union Representative for the employees at PG&E for over ten years, I  
21 am intimately familiar with the collective bargaining agreement and its administration. I have  
22 served as co-chief negotiator for the Union in the two most recent rounds of general contract  
23 negotiations, I oversee the upper levels of our grievance procedure, and I negotiate all Letters of  
24 Agreement between the Union and PG&E during the term of our contracts.

25 5. The collective bargaining agreement requires Short Term Incentive Plan (STIP)  
26 payments as part of the employees’ compensation. ESC Local 20 has 1,396 members at PG&E  
27 who are eligible for STIP payments under the collective bargaining agreement. Pursuant to the  
28 agreement, the amount of the STIP payment for each employee is calculated by multiplying that

employee's eligible earnings, their participation rate, their individual modifier, and the company score:

$$\boxed{\text{Eligible Earnings}} \times \boxed{\text{Participation Rate}} \times \boxed{\text{Individual Modifier}} \times \boxed{\text{Company Score}}$$

6. For nearly all ESC-represented employees who are eligible for STIP payments, the Participation Rate is 10%, meaning that the target level for the STIP payment is 10% of the employee's base salary. For about 10 employees in "Principal Engineer" classifications, the participation rate is 15%. Managers (who are not represented by ESC Local 20 and are not part of the bargaining unit) have higher participation rates than ESC-represented employees.

7. The Individual Modifier for each employee is determined by that employee's Performance Rating assigned by their supervisor. A supervisor will determine whether each employee has met or exceeded their target for their goals and has performed successfully in their competencies. A rating better than "Target-Successful" means that the Individual Modifier will be greater than 100%, and the STIP payment will be enhanced. A rating lower than "Target-Successful" means the Individual Modifier will be lower than 100%, and the STIP payment will be reduced. The collective bargaining agreement provides that employees will be given reasonable notice of specific performance issues and an opportunity to improve before STIP awards are reduced. ESC Local 20 can and does file grievances for employees who dispute their Performance Rating, often involving employees whose STIP payments were reduced without proper notice and opportunity to improve. ESC Local 20 files around 45 grievances regarding STIP payments each year.

8. The Company Score is determined by PG&E management based on company-wide metrics measuring safety, reliability, customer service, financial performance, and other factors that vary from year to year. For instance, a portion of the Company Score may be determined by the System Average Interruption Duration Index, another portion of the score may be related to gas emergency response times, another portion of the score may be tied to earnings from operations. The Company announces these metrics and the weight that will be given to each metric in determining the Company Score at the beginning of the year in an effort to incentivize employees to help improve performance on each of these areas for that year. The metrics change

1 from year to year as the Company's goals change. At the end of the year, the Company  
2 determines how it performed on each of those metrics and weights them all together to calculate  
3 the Company Score. A Company Score below 1.0 reduces STIP payments to all employees in  
4 STIP – ESC and non-ESC represented – while a Company Score above 1.0 increases the STIP  
5 payments.

6 9. ESC Local 20 members have received STIP awards since 2008.

7 10. ESC Local 20 gave up wage increases for some workers in exchange for STIP  
8 payments for those workers. For instance, in the 2012-2015 collective bargaining agreement  
9 between ESC Local 20 and PG&E, monthly employees who were already in the STIP program  
10 received a total General Wage Increase of 8.25% over three years. Monthly employees who were  
11 not already in the STIP program received a wage increase of only 3% over three years, but had  
12 the STIP phased in over the three year period. A true and correct copy of the cover letter to the  
13 2012-2015 collective bargaining agreement describing this exchange is attached hereto as

14 **Exhibit C.**

15 11. This was widely understood and agreed to be an exchange of base salary for STIP.  
16 Employees expect STIP payments as part of their total compensation package that they rely upon  
17 on an annual basis. It is roughly 10% of their total annual pay. While they understand that it is  
18 subject to certain conditions and fluctuations of the Company Score, they do not consider it a pure  
19 “bonus” that can come and go.

20 12. ESC Local 20 considers STIP payments as part of “total compensation” when  
21 negotiating with PG&E and comparing compensation to other companies, where annual bonuses  
22 are also a regular part of total compensation for salaried workers.

23 13. The Debtors also treat STIP payments as part of total compensation in their  
24 General Rate Case filing with the Public Utilities Commission. The Total Compensation Study in  
25 PG&E's 2020 General Rate Case found that the actual total compensation of professional  
26  
27  
28

employees, including STIP payments, was only slightly above the median level of pay in the market.<sup>1</sup> If STIP payments were eliminated, total compensation may be below market.

14. The contractually required STIP payments for 2018 were expected to be paid in March 2019. Based on the number of ESC-represented employees eligible for STIP, the average monthly pay shown in the dues report received by the Union, the participation rate of the eligible employees, and the Company Score of 1.5 under the announced metrics for 2018, I have calculated that the total amount of STIP payments that would be owed to ESC-represented employees for 2018 was approximately \$29,487,708.

15. On February 22, 2019, John Simon, the Interim Chief Executive Officer of PG&E John Simon, sent an email to affected employees announcing the Company's decision that STIP payments would not be made. Simon stated that, when calculated based on the metrics that were announced at the beginning of the year, the "performance score based on the metrics for 2018 was a little better than 1.5." However, Simon said that the senior management team and the Board of Directors "wrestled with whether to move forward with the 2018 STIP at all" and ultimately decided "that the 2018 STIP should not be paid." A true and correct copy of this email, which was forwarded to the Union by several stewards, is attached hereto as **Exhibit D**.

16. Never before in the life of STIP in the contract has the Company just decided not to pay STIP.

17. Employees were dismayed by the non-payment of the 2018 STIP. Many members contacted me about how the loss of the 2018 STIP impacted their lives, explaining that they use the money from their expected STIP payment to pay for childcare for young children, summer care for school-aged children, to pay their taxes, or just for basic expenses like rent, utilities, or student loans. These members rely on the STIP payment to meet their regular cost of living in this area, and the loss of the payment was a significant hardship that seriously wounded morale.

<sup>1</sup> The Total Compensation Study overestimates PG&E's real market position, at least with respect to skilled professional employees represented by ESC Local 20, because the study focuses on utilities or other large industries but does not include the highly paid local tech sector. PG&E is in competition with the local tech sector, which regularly employ power engineers who have knowledge of utility scale systems, but the surveys used in the Total Compensation Study were mostly "Energy Services" or "General Industry." The so-called "Technology Surveys" do not include Bay Area tech companies. As a result, the surveys are not reflective of the local labor market.

1           18.     ESC Local 20 filed a grievance (#24943) over PG&E's decision not to pay the  
2 contractually required STIP payments for 2018.

3           19.     PG&E approached ESC Local 20 about reaching an agreement to restructure STIP  
4 for 2019. ESC Local 20 insisted that the 2018 STIP payments be included in the bargaining. I  
5 served as the co-chief negotiator in the bargaining over the 2018 and 2019 STIP payments.

6           20.     As a result of these negotiations, PG&E and ESC Local 20 reached a  
7 Memorandum of Understanding. PG&E and ESC Local 20 agreed upon changes to the 2019  
8 STIP plan, including a shift from annual payout to quarterly payout and the elimination of the  
9 Individual Modifier as a component of the STIP award. ESC Local 20 agreed to withdraw its  
10 grievance regarding PG&E's failure to pay the 2018 STIP awards, forgoing all payment of 2018  
11 STIP awards, in exchange for an increase in participation rates for the 2019 STIP awards by 25%  
12 (so that an employee who would usually have a target award of 10% of their yearly pay would  
13 now have a target award of 12.5% of their yearly pay), contingent upon bankruptcy court  
14 approval and the employee's receipt of the first payment in the new 2019 plan. A true and correct  
15 copy of this Memorandum of Understanding is attached hereto as **Exhibit E**.

16           21.     No employees represented by ESC Local 20 are under any investigation as to the  
17 propriety and legality of their work, nor are they otherwise implicated in investigations that could  
18 establish that the employees damaged PG&E and/or contributed to the fires. I would have  
19 knowledge if they were, because of the employees' legal right to union representation in any  
20 investigatory proceeding that could potentially lead to discipline.

21           22.     Loss of 2019 STIP payments on top of loss of 2018 STIP payments would  
22 substantially damage employee morale, raising concerns about retention. The percentage of  
23 newer employees is rising, and these low-service employees without a long history with the  
24 Company are more open to the idea of leaving PG&E than longer-term employees. In our area,  
25 we see many employers in the tech sector who already offer better salaries, benefits, and perks  
26 than PG&E. A large number of tech companies employ power engineers who have knowledge of  
27 utility scale systems. Employers like Google and Facebook operate data centers of such large  
28 size that they need their own high-voltage systems. There are also many tech startups in the field

1 of renewable energy who are eager to hire engineers with utility experience – especially PG&E  
2 experience – because they want to know how to make their systems compatible with PG&E's  
3 transmission or distribution systems, and how to market to a company like PG&E. As a result,  
4 PG&E employees have a lot of career options and there is a real concern that skilled professionals  
5 will leave PG&E to go to other employers.

6  
7 I declare under penalty of perjury of the laws of the United States that the foregoing is true  
8 and correct. Executed March 28, 2019, in Oakland, California.

9  
10  
11 By:

  
JOSHUA SPERRY

12  
13  
14  
15 147061\1016711

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On March 28, 2019, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

On January 30, 2019, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

I certify under penalty of perjury that the above is true and correct. Executed at Alameda,  
California, on January 30, 2019.

*/s/ Stephanie Mizuhara*  
Stephanie Mizuhara



## SERVICE LIST

- Richard L. Antognini rlawyer@yahoo.com, hallonaegis@gmail.com
- Herb Baer hbaer@primeclerk.com, ecf@primeclerk.com
- Todd M. Bailey Todd.Bailey@ftb.ca.gov
- Kathryn E. Barrett keb@svlg.com, amt@svlg.com
- Ronald S. Beacher rbeacher@pryorcashman.com
- Hagop T. Bedoyan hbedoyan@kleinlaw.com, ecf@kleinlaw.com
- Peter J. Benvenutti pbenvenutti@kellerbenvenutti.com
- Robert Berens rberens@smtldlaw.com, sr@smtldlaw.com
- Heinz Binder heinz@bindermalter.com
- W. Steven Bryant , molly.batiste-debose@lockelord.com
- Christina Lin Chen christina.chen@morganlewis.com, christina.lin.chen@gmail.com
- Shawn M. Christianson schristianson@buchalter.com
- Robert N.H. Christmas rchristmas@nixonpeabody.com, nyc.managing.clerk@nixonpeabody.com
- Alicia Clough aclough@loeb.com
- Marc Cohen mscohen@loeb.com
- Keith J. Cunningham , rkelley@pierceatwood.com
- James D. Curran jcurran@wolkincurran.com, vsimmons@wolkincurran.com
- Jonathan R. Doolittle jdoolittle@reedsmith.com, bgonshorowski@reedsmith.com
- Jennifer V. Doran jdoran@hinckleyallen.com
- David V. Duperrault dvd@svlg.com, edn@svlg.com
- Kevin M. Eckhardt keckhardt@hunton.com, candonian@huntonak.com
- Joseph A. Eisenberg JAE1900@yahoo.com
- Sally J. Elkington sally@elkshep.com, ecf@elkshep.com
- G. Larry Engel larry@engeladvice.com
- Krista M. Enns kenns@beneschlaw.com
- Michael P. Esser michael.esser@kirkland.com, michael-esser-3293@ecf.pacerpro.com.
- Richard W. Esterkin richard.esterkin@morganlewis.com, sue.reimers@morganlewis.com
- Joseph Kyle Feist jfeistesq@gmail.com, info@norcallawgroup.net
- James J. Ficenec James.Ficenec@ndlf.com, caroline.pfahl@ndlf.com
- John D. Fiero jfiero@pszjlaw.com, ocarpio@pszjlaw.com
- Kimberly S. Fineman kfineman@nutihart.com, nwhite@nutihart.com
- Stephen D. Finestone sfinestone@fhllawllp.com
- Jonathan Forstot , john.murphy@troutman.com
- Gregg M. Galardi gregg.galardi@ropesgray.com
- Richard L. Gallagher richard.gallagher@ropesgray.com
- Barry S. Glaser bglaser@swesq.com
- Gabriel I. Glazer gglazer@pszjlaw.com
- Gabrielle Glemann gabrielle.glemann@stoel.com, rene.alvin@stoel.com
- Eric D. Goldberg eric.goldberg@dlapiper.com, eric-goldberg-1103@ecf.pacerpro.com
- Richard H. Golubow rgolubow@wcghlaw.com, jmartinez@WCGHLaw.com
- Mark A. Gorton mgorton@boutinjones.com, cdomingo@boutininc.com
- Mark A. Gorton mgorton@boutininc.com, cdomingo@boutininc.com
- Debra I. Grassgreen dgrassgreen@pszjlaw.com, hphan@pszjlaw.com
- Oren Buchanan Haker oren.haker@stoel.com, rene.alvin@stoel.com

- 1 • Robert G. Harris rob@bindermlter.com
- 2 • Christopher H. Hart chart@nutihart.com, nwhite@nutihart.com
- 3 • Bryan L. Hawkins bryan.hawkins@stoel.com, Sharon.witkin@stoel.com
- 4 • Jan M Hayden jhayden@bakerdonelson.com, gmittchell@bakerdonelson.com
- 5 • Jennifer C. Hayes jhayes@fhlawllp.com
- 6 • Stephen E. Hessler, P.C. , jozette.chong@kirkland.com
- 7 • Michael R. Hogue hoguem@gtlaw.com, frazierl@gtlaw.com
- 8 • David Holtzman david.holtzman@hklaw.com
- 9 • Marsha Houston mhouston@reedsmith.com, hvalencia@reedsmith.com
- 10 • Mark V. Isola mvi@sbj-law.com
- 11 • J. Eric Ivester , Andrea.Bates@skadden.com
- 12 • Ivan C. Jen ivan@icjenlaw.com
- 13 • Gregory K. Jones GJones@dykema.com, cacossano@dykema.com
- 14 • Roberto J. Kampfner rkampfner@whitecase.com, mco@whitecase.com
- 15 • Robert B. Kaplan rbk@jmbm.com
- 16 • Tobias S. Keller tkeller@kellerbenvenuti.com, pbenvenuti@kellerbenvenuti.com
- 17 • Lynette C. Kelly lynette.c.kelly@usdoj.gov, ustpreion17.0a.ecf@usdoj.gov
- 18 • Gerald P. Kennedy gerald.kennedy@procopio.com, laj@procopio.com
- 19 • Samuel M. Kidder skidder@ktbslaw.com
- 20 • Marc Kieselstein , carrie.oppenheim@kirkland.com
- 21 • Jane Kim jkim@kellerbenvenuti.com
- 22 • Thomas F. Koegel tkoegel@crowell.com
- 23 • Andy S. Kong kong.andy@arentfox.com, Yvonne.Li@arentfox.com
- 24 • Alan W. Kornberg , akornberg@paulweiss.com
- 25 • Jeffrey C. Krause jkrause@gibsondunn.com, psantos@gibsondunn.com
- 26 • Michael Thomas Krueger michael.krueger@ndlf.com, Havilyn.lee@ndlf.com
- 27 • Richard A. Lapping rich@trodelalapping.com
- 28 • Matthew A. Lesnick matt@lesnickprince.com, jmack@lesnickprince.com
- David B. Levant david.levant@stoel.com, rene.alvin@stoel.com
- Andrew H. Levin alevin@wcghlaw.com, vcorbin@wcghlaw.com
- John William Lucas jlucas@pszjlaw.com, ocarpio@pszjlaw.com
- Jane Luciano jane-luciano@comcast.net
- Kerri Lyman klyman@irell.com, lgauthier@irell.com
- John H. MacConaghy macclaw@macbarlaw.com,  
smansour@macbarlaw.com; kmuller@macbarlaw.com
- Iain A. Macdonald iain@macfern.com, ecf@macfern.com
- Michael W. Malter michael@bindermlter.com
- David P. Matthews jrhoades@thematthewslawfirm.com,  
aharrison@thematthewslawfirm.com
- Hugh M. McDonald , john.murphy@troutman.com
- C. Luckey McDowell luckey.mcdowell@bakerbotts.com
- Frank A. Merola lalacalendar@stroock.com, mmagzamen@stroock.com
- Matthew D. Metzger belvederelegalecf@gmail.com
- M. David Minnick dminnick@pillsburylaw.com, docket@pillsburylaw.com
- Thomas C. Mitchell tcmtchell@orrick.com,  
Dcmanagingattorneysoffice@ecf.courtdrive.com
- John A. Moe john.moe@dentons.com, glenda.spratt@dentons.com
- David W. Moon lalacalendar@stroock.com, mmagzamen@stroock.com
- Courtney L. Morgan morgan.courtney@pbgc.gov

- 1 • Joshua D. Morse Joshua.Morse@dlapiper.com, joshua-morse-0092@ecf.pacerpro.com
- 2 • Thomas G. Mouzes tmouzes@boutinjones.com, cdomingo@boutininc.com
- 3 • Peter S. Munoz pmunoz@reedsmith.com, gsandoval@reedsmith.com
- 4 • Michael S. Myers myersms@ballardspahr.com, hartt@ballardspahr.com
- 5 • David L. Neale dln@lnbrb.com
- 6 • David L. Neale dln@lnbyb.com
- 7 • David Neier dneier@winston.com
- 8 • Melissa T. Ngo ngo.melissa@pbgc.gov, efile@pbgc.gov
- 9 • Gregory C. Nuti gnuti@nutihart.com, nwhite@nutihart.com
- 10 • Abigail O'Brient aobrient@mintz.com, docketing@mintz.com
- 11 • Office of the U.S. Trustee / SF USTPRegion17.SF.ECF@usdoj.gov
- 12 • Aram Ordubegian Ordubegian.Aram@ArentFox.com
- 13 • Gabriel Ozel Gabriel.Ozel@troutman.com, tsinger@houser-law.com
- 14 • Amy S. Park amy.park@skadden.com, alissa.turnipseed@skadden.com
- 15 • Donna Taylor Parkinson donna@parkinsonphinney.com
- 16 • Paul J. Pascuzzi ppascuzzi@ffwplaw.com, JNiemann@ffwplaw.com
- 17 • Valerie Bantner Peo vbantnerpeo@buchalter.com
- 18 • Danielle A. Pham danielle.pham@usdoj.gov
- 19 • Thomas R. Phinney tom@parkinsonphinney.com
- 20 • R. Alexander Pilmer alexander.pilmer@kirkland.com, keith.catuara@kirkland.com
- 21 • M. Ryan Pinkston rpinkston@seyfarth.com, jmcdermott@seyfarth.com
- 22 • Estela O. Pino epino@epinolaw.com, staff@epinolaw.com
- 23 • Mark D. Poniatowski ponlaw@ponlaw.com
- 24 • Christopher E. Prince cprince@lesnickprince.com
- 25 • Douglas B. Provencher dbp@provlaw.com
- 26 • Lary Alan Rappaport lrappaport@proskauer.com, PHays@proskauer.com
- 27 • Justin E. Rawlins jrawlins@winston.com, justin-rawlins-0284@ecf.pacerpro.com
- 28 • Emily P. Rich erich@unioncounsel.net, bankruptcycourtntices@unioncounsel.net
- Christopher O. Rivas crivas@reedsmith.com, chris-rivas-8658@ecf.pacerpro.com
- Lacey Rochester lrochester@bakerdonelson.com, gmitchell@bakerdonelson.com
- Gregory A. Rougeau grougeau@birlawsf.com
- Nanette D. Sanders nanette@ringstadlaw.com, becky@ringstadlaw.com
- Sunny S. Sarkis , dawn.forgue@stoel.com
- David B. Shemano dshemano@pwkllp.com
- James A. Shepherd jim@elkshep.com, ecf@elkshep.com
- Wayne A. Silver w\_silver@sbcglobal.net, ws@waynesilverlaw.com
- Dania Slim dania.slim@pillsburylaw.com, melinda.hernandez@pillsburylaw.com
- Alan D. Smith adsmith@perkinscoie.com, al-smith-9439@ecf.pacerpro.com
- Jan D. Sokol jdsokol@lawssl.com, dwright@lawssl.com
- Bennett L. Spiegel blspiegel@jonesday.com
- Michael St. James ecf@stjames-law.com
- David M. Stern dstern@ktbslaw.com
- Meagan S. Tom Meagan.tom@lockelord.com, autodocket@lockelord.com
- Edward Tredinnick etredinnick@grmslaw.com
- Victor A. Vilaplana vavilaplana@foley.com, rhurst@foley.com
- Marta Villacorta marta.villacorta@usdoj.gov
- John A. Vos InvalidEMailECFonly@gmail.com, PrivateECFNotice@gmail.com
- Riley C. Walter ecf@W2LG.com
- Philip S. Warden philip.warden@pillsburylaw.com, candy.kleiner@pillsburylaw.com

- Genevieve G. Weiner gweiner@gibsondunn.com
- Joseph M. Welch jwelch@buchalter.com, dcyrankowski@buchalter.com
- Eric R. Wilson kdwbankruptcydepartment@kelleydrye.com, ewilson@kelleydrye.com
- Kimberly S. Winick kwinick@clarktrev.com, knielsen@clarktrev.com
- Rebecca J. Winthrop rebecca.winthrop@nortonrosefulbright.com, evette.rodriquez@nortonrosefulbright.com
- David Wirt david.wirt@hklaw.com, denise.harmon@hklaw.com
- Ryan A. Witthans rwiththans@fhllawllp.com, rwiththans@fhllawllp.com
- Christopher Kwan Shek Wong christopher.wong@arentfox.com
- Kirsten A. Worley kw@wlawcorp.com, admin@wlawcorp.com
- Andrew Yaphe andrew.yaphe@davispolk.com, lit.paralegals.mp@davispolk.com

**VIA U.S. MAIL**

Max Africk Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153	Kevin Bostel Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153
Matthew Goren Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153	Andriana Georgallas Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153
David A. Herman Cravath, Swaine & Moore LLP 825 Eighth Avenue New York, NY 10019	Stuart J. Goldring Weil, Gotshal & Manges LLP 767 Fifth Ave. New York, NY 10153
Stephen Karotkin Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153	Kevin Kramer Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153
John Nolan Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153	Jessica Liou Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153
Kevin J. Orsini Cravath, Swaine & Moore LLP 825 Eighth Avenue New York, NY 10019	Omid H. Nasab Cravath, Swaine & Moore LLP 825 Eighth Avenue New York, NY 10019
Ray C. Schrock Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153	Theodore Tsekerides Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153
Paul H. Zumbro Cravath, Swaine & Moore LLP 825 Eighth Avenue New York, NY 10019	